



**Site Address**  
**38/9 G-S Raghunath Nagar**  
**Mahmoorganj, Varanasi**  
**Uttar Pradesh**

**Application Form**

***M/s BalaJilInfracarePvt Ltd***

**K 47/2 Visheshwerganj Varanasi**  
**Uttar Pradesh**  
**0542-2440151, 2330120**

To

Director

M/s Balaji Infracare Pvt. Ltd.

Regd. office:- Sa 15/146 K Mavayia, Ashapur

Varanasi, Uttar Pradesh

Permanent Off:- K47/2 Visheshwerganj

Varanasi Uttar Pradesh-221001

Photograph Cross-  
Signed in Black  
Pen of the First  
Applicant

Photograph  
Cross-Signed in  
Black Pen of the  
Second Applicant

A1.	Name of First Applicant	
A2.	Fathers' Name/ Husband Name	
A3.	Permanent Address	
A4.	Correspondence Address	
A5.	Occupation	
A6.	Company/ Firm Name	
A7.	Annual Income	
A8.	Telephone/ Mob No.	
A9.	Email Id	
A10.	Pan no.	
A11.	Passport no.	
B1.	Name of Second Applicant	
B2.	Fathers' Name/ Husband Name	
B3.	Permanent Address	

B4.	Correspondence Address	
B5.	Occupation	
B6.	Company/ Firm Name	
B7.	Annual Income	
B8.	Telephone/ Mob No.	
B9.	Email Id	
B10.	Pan no.	
B11.	Passport no.	
B12.	Relation with 1 <sup>st</sup> Applicant	

**C- Choice of apartment:**

C1.	Type .....	Floor .....	Number .....
C2.	Super Built Area .....Sq.ft	Carpet Area .....Sq.ft	

**D- Choice of Parking:**

D1.	Type A (Single)	Number.....	Covd.Area.....Sq.ft	SuperArea.....Sq.ft
D2.	Type B (Single)	Number.....	Covd.Area.....Sq.ft	SuperArea.....Sq.ft
D3.	Type C (Single)	Number.....	Covd.Area.....Sq.ft	Super Area.....Sq.ft
D4.		Number.....	Covd.Area.....Sq.ft	Super Area.....Sq.ft

**Note :- A for Ground floor, B For First Basement Parking, C for Second Basement Parking,**

**E. Electricity Charges**

<b>E1.</b>	Electricity Charges would be Rs...../ sq feet (on the Super Built area)	Super Build Up Area.....Sq Feet	Amount .....
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(Electricity charges: As per the estimation of load and cost of the appropriate load from the electricity department as of 15<sup>th</sup> July 2014)

**F. Society Charges**

<b>F1.</b>	Society Charges: Rs.....per sq feet (on the Super Built area)	Super Build Up Area.....Sq Feet	Amount .....
<b>F2.</b>	Maintenance Charges: Rs..... Sq Feet on Monthly Basis	Super Build Up Area.....Sq Feet	Amount .....

**G. P.L.C Charges:**

<b>G1.</b>			
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[(P.L.C: Prime location charge)- If Applicable]

**H-Price Accepted:**

H1.	Basic unit of flat	.....Sq.ft	@.....	Rs.....
H2.	1 <sup>st</sup> Parking No.....	Area.....Sq.ft	@.....	Rs.....
H3.	2 <sup>nd</sup> ParkingNo.....	Area.....Sq.ft	@.....	Rs.....
H4.	Electricity Charges	Area.....Sq.ft	@.....	Rs.....
H5.	Society Charges	Area.....Sq.ft	@.....	Rs.....
H6.	Maintenance Charges	Area.....Sq.ft	@.....	Rs.....
		<b>NET AMOUNT</b>		Rs.....

In words: .....

.....

**I- Payment:**

I/We agree to follow the under mentioned payment schedule:-

**Note:- To Be Filled By office Staff**

I1.	<p><b>Earnest Money Received</b></p> <p>Rs.....(Rupees.....)</p> <p>.....)</p> <p>vide cheque/DD No/Utr No.....dated.....Drawn on .....Bank</p> <p>.....Branch A/c no.....favoring M/s BalajiInfracarePvt. Ltd.</p>
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**Note:- To Be Filled By office Staff**

S.N o.	Particulars	Installment Amount	Service Tax @ 3.09%	Total Amount	Due Date
1.	1 <sup>st</sup> Installment	Rs.	Rs.	Rs.	
2.	2 <sup>nd</sup> Installment	Rs	Rs	Rs	
3.	3 <sup>rd</sup> Installment	Rs	Rs	Rs	
4.	4 <sup>th</sup> Installment	Rs	Rs	Rs	
5.	5 <sup>th</sup> Installment	Rs	Rs	Rs	
6.	6 <sup>th</sup> Installment	Rs	Rs	Rs	
7.	7 <sup>th</sup> Installment	Rs	Rs	Rs	
8.	8 <sup>th</sup> Installment	Rs	Rs	Rs	
9.	9 <sup>th</sup> Installment	Rs	Rs	Rs	
10.	10 <sup>th</sup> Installment	Rs	Rs	Rs	
11.	11 <sup>th</sup> Installment	Rs	Rs	Rs	
12.	12 <sup>th</sup> Installment	Rs	Rs	Rs	Due at the time of possession and registration of sale deed.

**I. Declaration:**

<p>I/We hereby declare that the information given herein above is true to my/our personal knowledge and I/We hereby undertake to inform the promoter of any change in the above information till the property is transferred in my/our name. I/We have also examined the title of the land, registered development agreement, VDA approved plans, brochure, specifications, architects plans of the building, completion schedule and am/are satisfied towards the same. I/We have read and understood the terms and conditions attached herewith and I/We agree and accept the same.</p>	
1-.....	1-.....
2-..... (Name of Applicants)	2-..... (Signature of Applicants)

**J. NOMINATION:**(In case of death of the buyer before registration of ownership)

Signature 1 <sup>st</sup> Applicant	
Signature 2 <sup>nd</sup> Applicant	
Witness :	
Address (Witness):	
Name of Nominee:	
Date of Birth:	Sex :
Relationship with buyer:	
Address :	
Specimen Signature(Nominee)	



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**K. FOR OFFICE USE:**

**Note:- To Be Filled By office Staff**

Mode of Booking: Direct/Agent	
Date of Booking:	
Remarks	1
	2.
Verified By:	

**L. DOCUMENTS REQUIRED**

**1. For Individual**

- a. PAN Card
- b. Two Photographs of both applicants
- c. Address proof (Ration card, Passport, Driving License, Electricity bill, Gas Connection, Aadhar Card)

**2. For PVT. LTD. Company:**

- a. PAN Card
- b. MOA (Memorandum of Association)
- c. AOA (Articles of Association)
- d. List of Directors
- e. All directors assigning signatory authority on letter head.
- d. Certificate of Incorporation

**3. For HUF**

- a. PAN CARD (Karta)
- b. Address proof

c. Beneficiary list on letterhead self-attested by all the beneficiary & Karta

**4. For Partnership Firm/LLP**

- a. PAN Card
- b. Address proof/I.D Proof
- d. Beneficiary list on letter head with self-attested.

**Terms and Conditions**

1. The application has made for the allotments of residential flat in a building being developed by "M/s Balaji Infracare Pvt Ltd, on a plot of land bearing Arajai No. 250, 251, Mauja: Tulsipur, Paragana: Dehat Amanat, Ward: Bhelapur Varanasi bearing Premises B 38/9, G-S Raghunath Nagar, Mahmoorganj Varanasi. The Entire residential complex has been named as "Lav-Kush Apartments"
2. The intended Buyer has/have applied for BOOKING with full knowledge and facts about the proposed project and subject to laws, notification and rules applicable to this area, which has been explained to him and understood by the applicant.
3. The buyer has fully satisfied himself/herself about the interest and title of the company in the land, understand all limitations and obligations in respect of it and there will be no further investigations or objections by the intended buyer in this regards.
3. Payment Schedule would be as per the payment annexure which includes the under mentioned charges which would be paid by you according to the plan chosen by you.

**Other Charges:-**

- Parking Open (As chosen by you)
- Parking Covered (As chosen by you)
- Society Charges @ ..... Per Sq.Ft.
- Maintenance Charges @ ..... Per Sq. Ft. Per year (Rs..... per month)
- Electrical Charges @ 200 Per Sq. Ft.



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- Preferred Location Charge (If any)
- Registry Charges (As Per Actual)

4. The Payment shall be made in the favour of "M/s Balaji Infracare Pvt. Ltd." through Cheque, DD, Bank Draft, Banker Cheque, NEFT, RTGS or any other payments instruments payable at Varanasi only. The Receipt of the cheques will be valid only after the realisation of the Said Cheque or DD and effects of credit in account of the company.

5. The BUYER shall make the payment of all the amenities and services at the time of or before the Registry/Possession whichever is earlier.

6. All the STATUTORY CHARGES, Taxes AND any other levies demanded or imposed by the concerned authorities shall be payable proportionately, in addition to the purchase consideration of the property, by the applicant in respect of the Flat finally allotted from the date of booking as per the demand raised.

Note:-The 2010-11 budget imposed service tax on all under construction property from 1<sup>st</sup> July, 2010, now accordingly to service tax act [Section 65(105)] "Lav-Kush Apartment" has come under Service Tax so now the allotted is required to pay Service Tax @3.09% on all payments made.

7. The allotments of the residential Flat is Entirely at the discretion of the developer and in case of non allotment the earnest money paid along with the application form will be refunded within two months from the date of submission of the applicant without interest. The Developer shall not be bound to assign any reason for non-acceptance of application.

8. If the Developer decides to allot a constructed flat to the applicant, he shall be given an allotment letter. The allotment letter if issued shall be as far as possible for the application of a flat as per specification which will not create any interest in favour of the allotted until the full and final payment has been made and conveyance deed is executed and registered.

9. The Applicant is satisfied with the plan, design and specifications of residential building and the flat agreed to be allotted in favour of the applicant and the applicant has agreed that the developer may effects such variations and modifications therein as may be necessary or as it may be appropriate and fit in the best interest of the project or may be required by any competent authority. The necessary changes/ alternations may involve change in position, location including change in dimension or area or number of residential flats. However any such change made by the developer shall be notified to the applicant/ allotted and also to the institution from which the financial assistance, if any is taken. The allotted shall have the right to cancel his booking in case substantial variations in the flat allotted to him.

10. The timely payment of the installment of the basic sale price is the essence of the terms of booking/ allotment. In case of the non payment of the installments within the due date, the applicant shall be

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treated as defaulter and she/he be liable to pay interest @18% p.a. from the date on which it falls due, and if the payment of an installments is due for more than three months the allotment is liable to be cancelled.

However, In the event of breach of any terms and conditions of the allotments by the applicant, the allotment may be cancelled before the delivery of the possession and execution of registered conveyance at the discretion of the developed, however the allotment will be entitled to refund of his total amount paid after deduction of 20% of the amount paid as office expenses.

11. A demand letter would be raised on the given due date for the installments; however It will be obligatory on the part of the allottee to make payment before the due date.

12 Final call for making the last payment due will be made after completion of the apartment. The promoter shall give one months notice for final payment, however, delivery of possession shall only be made after the payment of the entire amount due and upon the registration of deed of conveyance.

13. The assignment of the allotment of residential flat by the applicant shall be permissible at the discretion of the developer on payment of such administrative charges as may be fixed by the developer as per the nature of desire assignment. Provided ,However that the assigner and assignee agree to a comply with all the formalities in this regard and assignee agrees to abide by all the terms of allotment and assignment if any shall be at the discretion of the developer & shall be final.

14. The maintenance, upkeep, repair, security, landscape and common services etc. of the project shall be collective (join &several) responsibility of the apartment owners or occupiers and the same shall be managed by the society formed for the said purpose or its nominated maintenance agency. The purchaser will be necessarily the member of the maintenance society, the applicant of the residential flat shall pay as and when demanded the maintenance charge including interest free Security deposit of the various services, there in as may be determined by the Developer or the maintenance agency nominated for this purpose. Any delay in making payment will render the applicant is liable to pay interest @ 18% p.a. non- payment of any such charges within the time specified shall also disentitle the applicant from the enjoyment of common area and services. Until the said society is formed and takes over the maintenance of the complex, all such charges shall be paid by the apartment owners/ occupiers to the developer.

However it made clear that such charges shall be levied only after the applicant is given the possession of the flat upon registration of the conveyance deed and shall be payable even if the apartment is kept vacant or is allowed by allotted to be occupied by others person.

Note: Maintenance charges are for the 1<sup>st</sup> year only after registry and including charges of Gym and Swimming pool. However Guest room would be available only to the guests of flat owners on daily rent basis and only after the written request to the society in advance.

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15. The allotted upon purchase of the flat shall maintain at their cost the said flat in good condition, state and order and shall abide by all laws by laws, rules & regulation of the government as well as the rules and by laws formed by the society of apartments holders of complex and until the society is formed, the by- laws framed by the developer.

16. The applicant shall be given the possession of the flat only after all the installment and all other monies payable by the allotted aforesaid has been paid by the applicant and the conveyance deed is got registered in his favor by the developer after the applicant has paid stamp duty , registration fee and other legal charges or expenses . The registration of conveyance be got done thought the lawyer of the developer.

17. The applicant shall be liable to pay the proportionate House tax, Sewer tax, Water tax and others taxes levied on the project as a whole from the date of registration on conveyance deed and transfer of physical possession.

18. The allottee on allotment or as and when demanded shall pay the pro - rata cost of the electric connection (as per the estimation of the load and cost of the appropriate load from the electricity department as of 15<sup>th</sup> July, 2014 however any increase and decrease shall be borne by the allottee accordingly. Electricity charges include the cost of transformer, HT/LT panels, cables, meter panels and the generators etc).

19. The acceptance or rejection of this application or booking or property in Lav-Kush Apartment is entirely sole discretion of the company and it reserves the right to reject the application form or offer from intending person without assigning any reason thereof.

20. The applicants have no objection in case the developer creates charges on the entire projects during the course of development of the project for raising loan any bank financial institution , however such charges if created shall be got vacated before handing over possession of the residential flat to the applicant.

21. Documentation:- All receipts allotment letter and others document shall be issued under the signature of Sri Pawan Maheshwari or Sri Omkar Nath Maheshwari for and on behalf of the developer.

22. The applicant shall give his complete address to developer at the time of booking and it shall be his responsibility to inform the developer about all the subsequent changes in his address, failing which all such demand notices and letter posted at that address will be deemed to have been received by him at those should ordinarily have reached at such address and the applicant shall be responsible for any default in making payment and others consequences that might occur there form.

23. In case there are joint applicants all communications shall be sent by the developer to the applicant whose name appears first and at the address given by him for mailing which shall for all the purpose be

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considered as served on all the applicants and no separate communication shall be necessary to others named applicants.

24. Minimum one car parking with each flat is compulsory.

I/We hereby undertake to abide with the terms and conditions mentioned herein above and declare the particulars/ information given by me / us are true and correct to the best on my /our knowledge and belief. If any information is found wrong, the company may cancel the booking and forfeit the whole or part of the amount paid, solely at their discretion.

I/we have also examined the title of the land, registered development agreement, VDA approved plans, brochure, specifications architect plans of the building, completion schedule and are satisfied toward the same.

I/We have read and understood the terms and conditions given herein and I/We agree and accept the same.

Name of the applicants

Signature of applicants

1.....

1.....

2.....

2.....

Date: .....

Place: .....